

H-0308

02-30

THIS BOOK DOES
NOT CIRCULATE

147071

THIS AGREEMENT made the 13th day of October 1970, between

THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred to as the Board, and

THE LITTLE FERRY EDUCATION ASSOCIATION, hereinafter referred to as the Association.

W I T N E S S E T H:

WHEREAS, the Board is required by law to negotiate with the Association on wages and the terms and conditions of employment, and

WHEREAS the parties through good faith negotiations have reached agreement in all matters and desire to execute this contract covering such agreement

NOW THEREFORE in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. RECOGNITION CLAUSE

The Board hereby recognizes the Little Ferry Education Association as the exclusive bargaining representative for all certified teaching personnel and all nurses under contract, but excluding supervisory and executive personnel, office, clerical and maintenance and operating employees.

(a) The terms "teacher(s)" or "nurse(s)" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.

(b) The term "Board" shall include its officers and agents. The board agrees not to negotiate with any organization other than that designated as the representative, above

mentioned, for the duration of this agreement.

2. MANAGEMENT RIGHTS CLAUSE

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, to their dismissal or demotion; and to promote, and transfer all such employees;
- (c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (e) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement

and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations as they pertain to education.

3. LUNCH HOUR DUTIES

Teachers will be assisted in lunch room duties and lunch-hour playground supervision by aides. These aides will be directly responsible to an assigned teacher who shall be stationed in the building to discharge her legal obligations.

4. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT COMMITTEE

The Board hereby establishes a Professional Development and Educational Improvement Committee to act upon requests from teachers to attend courses, workshops, seminars, conferences, in service training sessions or other such sessions. The committee shall be comprised of four members consisting of the Superintendent of Schools, one building principal (to be appointed by the Superintendent with Board approval) and two teaching representatives (to be elected by the teaching staff for a two year term).

All recommendations of this Committee must be approved by the Board of Education.

5. PROFESSIONAL INCENTIVE PROGRAM

(a) The purpose of the Professional Incentive Program is to enable teachers to meet the requirements for advanced standing on the salary guide through activities that will best serve their needs as teachers.

(b) All equivalency credit activities shall be recommended in advance by the Professional Development and Educational Improvement Committee and submitted to the Board of Education

for approval. A written application must be completed on the appropriate request form which may be obtained from the principal of each building.

(c) Equivalency credit may be granted for courses, workshops, and in-service programs sponsored by the local school board, institutions of higher learning or other professional organizations.

(d) Equivalency credits shall be granted upon receipt of certified transcripts from institutions of higher learning or certificates of attendance from in-service courses.

(e) Credits

i. College graduate study undertaken at any accredited college or university shall have the credits determined by the specific institution of higher learning.

ii. The credits for Bergen County Education Association sponsored workshops shall be determined by the total number of hours, -i.e.:

12 hours equals: 1 Credit
24 hours equals: 2 Credits, etc.

iii. The credits for any in-service programs sponsored by the Board shall be determined by the total number of hours, -i.e.:

12 hours equals: 1 Credit
24 hours equals: 2 Credits, etc.

iv. Any accumulation of 15 credits submitted by a teacher to meet requirements for advanced standing on the salary guide must consist of 10 credits earned in graduate study in an accredited college or university.

(f) The Board of Education shall reimburse any teacher participating in the Professional Incentive Program for any tuition fees incurred by the teacher up to a maximum for any teacher of Two Hundred Dollars (\$200.00) per year. This maximum reimbursement shall be inclusive of all tuition fees incurred whether for credit or non-credit activity.

i. Reimbursement for tuition fees incurred for credit activity shall be made in September of the school year following the year in which said fees were incurred but shall be applied toward the maximum reimbursement allowed for the year in which incurred; provided that

A. The course or equivalent was recommended by the Professional Development and Educational Improvement Committee, approved by the Board and satisfactorily completed by the teacher.

B. The teacher remains in the employ of the Board for the subsequent school year.

ii. Reimbursement for tuition fees incurred for non-credit activity shall be made upon submission to and approval by the Board and upon compliance with the requirements set forth in paragraph 5(f)i.A of this agreement.

Reimbursement for non-credit activity shall be applied toward the Two Hundred Dollar (\$200.00) maximum reimbursement for the year in which the expense was incurred.

6. HOSPITALIZATION AND HEALTH BENEFITS

The Board will pay the full cost of New Jersey State Health Benefits Insurance Plan which includes Blue Cross, Blue Shield, Major Medical, and Rider J by Prudential for all members. The Board will also pay the full cost (100%) for their dependents. Any teacher whose status changes after June 1970 shall also be eligible for dependent coverage.

7. SALARY

See Schedule A, a copy of which is attached hereto and made a part hereof.

8. LONGEVITY PAY

In consideration of long term tenure, the Board of Education will grant the following:

(a) An additional two (2%) per cent of the base pay (last step on prevailing guide) for teacher personnel after twenty (20) years of service in the Little Ferry School District.

(b) An additional three (3%) per cent of the base pay (last step on prevailing guide) for teacher personnel after twenty-five (25) years of service in the Little Ferry School District.

(c) An additional four (4%) per cent of the base pay (last step on prevailing guide) for teacher personnel after thirty (30) years of service in the Little Ferry School District.

9. GRIEVANCE PROCEDURE

(a) Policy

i. To promote to the highest possible degree harmonious employer-employee relations it is necessary that procedures to resolve grievances be established.

(b) Definitions

i. A grievance shall mean a complaint by an employee(s) (1) that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he (they) has (have) been treated unfairly or inequitably by reason of any act or condition which is contrary to established board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to (a) a method of review prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education or (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone or (e) a complaint of a non-tenure teacher which arises by reason of his not being re-employed or (f) or a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

A grievance to be considered under this procedure must be initiated by the employee(s) within five (5) school days of its occurrence. If such grievance is not submitted within the allotted time, it shall be considered waived.

ii. The teacher "organization" recognized by the Board as the official and exclusive representative for the full time professional employees of this school district shall in all instances be the Little Ferry Education Association.

iii. The "Association's Committee on Professional Rights and Responsibilities" (hereinafter referred to as the "P.R.&R. Committee") shall be composed of three teacher organization members. Selection of this committee shall be made by periodically held elections by the organization membership. The Superintendent of Schools and the President of the Board of Education shall be notified in writing, within three (3) days, of any changes in committee membership. It is the purpose of this committee to determine whether or not an employee's(s') grievance is in fact justifiable.

(c) Procedure

i. Any individual member or group of individuals of the professional staff shall have the right to present a grievance (as defined in Definitions) to be processed as per following agreement.

ii. In presenting his (their) professional grievances the member(s) of the staff shall be assured freedom from prejudicial action in presenting his (their) appeal.

iii. The member(s) shall have the right to present his (their) appeal or to designate the P.R.&R. Committee to appear with him (them) or for him (them) at any step in his (their) appeal.

Step 1. Any professional employee(s) who has (have) a grievance shall discuss it first with his (their)

principal in an attempt to resolve the matter at that level.

Step 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of aggrieved employee(s) within five (5) school days, he (they) shall set forth his (their) complaint in writing to the P.R.&R. Committee for reviewing the grievance. The grievance shall be prepared in the following form.

- A. The nature of the grievance.
- B. The nature and extent of the injury, loss or inconvenience.
- C. The results of previous discussions.
- D. His (their) dissatisfaction with decisions previously rendered.

Step 3. The P.R.&R. Committee will, upon reviewing the situation, submit their recommendations in writing within three (3) days to the aggrieved employee(s) and the principal. If the P.R.&R. Committee finds that a valid grievance does not exist, no further actions will be taken. Should, however, the committee decide that the grievance as submitted, warrants further consideration, the principal will be requested to implement the P.R.&R. Committee's recommendation.

Step 4. If the employee(s) is (are) not satisfied with the principal's decision, he (they) may appeal to the superintendent of schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and his (their) dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The superintendent shall communicate his decision in writing to the employee(s) and the principal.

Step 5. If the grievance is not resolved to the employee's satisfaction, he (they) may request a review by the Board of Education. The request shall be submitted within five (5) school days, in writing, through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee(s) and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee(s), whichever comes later.

Step 6. If, after Step 5, the aggrieved employee(s) is (are) not satisfied with the disposition of his (their) grievance, he (they) may within five (5) school days, request in writing, that the P.R.&R. Committee submit the grievance to the Public Employees Relations Commissioner (hereinafter referred to as PERC). If the P.R.&R. Committee determines that the grievance is meritorious, it may submit the grievance to PERC within fifteen (15) school days after receipt of a request by the aggrieved person(s).

Both parties agree to abide by the recommendations of PERC in order to reach an agreeable solution.

10. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the P.R.&R. Committee, or any other participant in the grievance procedure by reason of such participation.

11. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

12. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected

representatives heretofore referred to in this Article.

13. PROTECTION OF TEACHER'S PROPERTY

The Board shall assist the teachers to recover under insurance policies held by the Board for any loss or damage to clothing or other personal property where said loss or damage is incurred while the teacher is on duty in the school, on the school premises, or on a school-sponsored activity provided the loss or damage is not due to the teacher's negligence.

14. This Agreement executed on or before the first day of July, 1970, shall continue in full force and effect without change until completion of the required school year (as per New Jersey State Law) of 1970-1971.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals all on the day and year first above written.

LITTLE FERRY BOARD OF EDUCATION

Attest:

By DeWayne G. Peltier
President

Amy Sydak
Secretary

LITTLE FERRY EDUCATION ASSOCIATION

Attest:

By Kathy Brennan
President

Patricia J. Macatelli
Secretary

SCHEDULE A
LITTLE FERRY TEACHERS SALARY GUIDE 1970-1971

<u>Step</u>	<u>B.A.</u>	<u>B.A. 7/15</u>	<u>M.A.</u>	<u>M.A. 7/15</u>	<u>M.A. 7/30</u>
0	\$ 7,600	\$ 7,900	\$ 8,200	\$ 8,500	\$ 8,800
1	7,800	8,100	8,400	8,700	9,000
2	8,000	8,300	8,600	8,900	9,200
3	8,350	8,650	8,950	9,250	9,550
4	8,700	9,000	9,300	9,600	9,900
5	9,050	9,350	9,650	9,950	10,250
6	9,400	9,700	10,000	10,300	10,600
7	9,750	10,050	10,350	10,650	10,950
8	10,150	10,450	10,750	11,050	11,350
9	10,550	10,850	11,150	11,450	11,750
10	10,950	11,250	11,550	11,850	12,150
11	11,350	11,650	11,950	12,250	12,550
12			12,350	12,650	12,950
13					13,350

<u>Increments</u>		<u>Longevity Pay</u>
Steps 1 and 2	- \$200	20 years - 2%
Steps 3 thru 7	- \$350	25 years - 3%
Steps 8 thru maximum	- \$400	30 years - 4%

SCHEDULE B

LITTLE FERRY NURSES SALARIES 1970-1971

<u>Nurse</u>	<u>Salary</u>
Mrs. Carmela Peccorella	\$6,700.00
Mrs. Marguerite Taglibue	\$6,300.00